

28 JANUARY 2000



Financial Management

**SCOTT AFB/MIDAMERICA AIRPORT JOINT
USE COSTING DATA**

COMPLIANCE WITH THIS PUBLICATION IS MANDATORY

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OPR: 375 AW/FMA (Ms. Aweidah)

Certified by: 375 AW/CVJ (Lt Col McKenzie)

Pages: 16

Distribution: F

This instruction prescribes procedures for cost data collection and reporting requirements to support the HQ USAF SAF/GCN and HQ AMC tasking to the 375th Airlift Wing to begin collecting and reporting costs for the maintenance and operation of the Scott AFB Airfield. This data may be required for negotiations with St. Clair County regarding the military use of MidAmerica's Airport runway.

1. Background. Per SAF/MII Letter, Scott Joint Use Agreement, 1 Mar 98 and HQ AMC/XPPI Letter, Trip Report, 22 Jan 98, the military may use any airfield that was federally funded. However, US law states that the military may reimburse the airfield operator for use of the airfield based on the proportion of military use. (Title 49, U.S.C. § 47101 *et seq.*, allows the Federal government to make financial contributions to the upkeep of commercial airport facilities, if government use of the facility is "substantial.") Therefore, even with a provision for no landing fees contained in the proposed new Joint Use Agreement (Atch 1) that may in the future be executed between the United States Air Force (USAF) and St. Clair County, the Air Force may have a bill to pay for using MidAmerica's Airport runway according to SAF/GCN, Mrs. Loeb. Based upon SAF/GCN and HQ AMC/FMBO directions, this instruction identifies the Scott AFB offices of primary responsibility (OPR) for the purposes of collecting and maintaining the cost data, as well as the agreed upon procedures to be used in collecting and reporting the cost data.

2. Cost Sharing:

2.1. Based upon SAF/GCN and HQ AMC/FMBO direction, in the future Scott AFB may be required to share the costs of maintaining and repairing the "airport flying facilities" if military use is deemed "substantial" as that term may be defined in the proposed Joint Use Agreement between the USAF and St. Clair County, Illinois.

2.2. **Attachment 2**, "Table of Allowable Cost Items," lists those categories of cost items for which maintenance and repair costs will be collected and reported, in accordance with SAF/GCN and HQ AMC/FMBO directions.

2.3. Scott AFB units (i.e., 375 AW, 126 ARW, and 932 AW) and St. Clair County may share responsibility for those categories of cost items identified in the "Table of Allowable Cost Items" in direct proportion to the amount of operations attributable to each of the parties.

3. Duties. The 375 AW/CC or his designated representatives will chair a financial responsibility oversight board, consisting of a representative from the 375th Operations Group, 375th Communications Group, 375th Logistics Group, 375th Support Group, one representative from the 375th Comptroller Squadron, 932d Airlift Wing, and the 126th Air Refueling Wing. The board shall meet quarterly to ensure the integrity, accuracy, and equity of the cost data collection process. At the fourth meeting and every quarterly meeting thereafter, the group shall review the necessity for convening the board. If the board chairman is convinced that quarterly meetings are no longer necessary, the board shall meet on an annual basis. The following identifies Scott AFB OPRs for the purposes of collecting and maintaining the cost data, as well as the agreed-upon procedures to be used in reporting the cost data:

3.1. The 375th Civil Engineer Squadron (375 CES), 375th Communications Squadron (375 CS), and the 375th Operations Support Squadron (375 OSS) will designate, in writing, the name and duty phone of their designated oversight board representative to the 375th Comptroller Squadron, Financial Management Analysis Office (375 AW/FMA).

3.2. The designated OPRs identified above will be responsible for attending the quarterly board meetings to track and provide all cost data to 375 AW/FMA on a quarterly basis, within 10 working days of the end of each quarter of a fiscal or calendar year, as the case may be. The 375 AW/FMA will maintain the cost data for historical purposes for a period of 10 years.

4. Responsibilities:

4.1. The 375 CES OPR will be responsible for attending the Quarterly Oversight Board meetings.

4.2. The 375 CES OPR will be responsible for tracking and providing the costs associated with the following items:

- 4.2.1. Pavement maintenance (except for capital improvements).
- 4.2.2. Grass cutting/tree trimming.
- 4.2.3. Erosion control.
- 4.2.4. Storm drainage.
- 4.2.5. Surveying.
- 4.2.6. Snowplowing and removal.
- 4.2.7. Airfield lighting (materials, maintenance, and labor).
- 4.2.8. Electrical repairs.
- 4.2.9. Plumbing repairs.
- 4.2.10. Utilities.
- 4.2.11. Entomology (pest control and birds of prey).
- 4.2.12. Airfield striping (Air Force requirements).
- 4.2.13. Airfield sweeping (Air Force criteria).

- 4.2.14. Control Tower (materials, maintenance, and labor).
- 4.3. The 375 CS OPR will be responsible for attending the Quarterly Oversight Board meetings.
- 4.4. The 375 CS OPR will be responsible for tracking and providing the costs associated with USAF-provided services or support on the following items, only in the event if the Federal Aviation Administration will not support maintenance for the assigned assets:
 - 4.4.1. NAVAIDS (materials, maintenance, and labor).
 - 4.4.2. Weather facilities (materials, maintenance, and labor).
- 4.5. The 375 OSS OPR will be responsible for attending the Quarterly Oversight Board meetings.
- 4.6. The 375 OSS OPR will be responsible for tracking and providing the costs associated with the following items:
 - 4.6.1. Control tower (traffic count).
 - 4.6.2. Report the total number of flying operations conducted on Scott AFB/MidAmerica Airport. Operations will be delineated by number of civilian and military operations on each runway--this is to establish the military percentage of total use.
- 4.7. The 375 AW/FMA will be responsible for attending the Quarterly Oversight Board meetings.
- 4.8. The 375 AW/FMA will integrate these reports into a master cost data report within 1 month of receiving the individual reports.

BRADLEY S. BAKER, Colonel, USAF
Commander

Attachment 1**DRAFT JOINT USE AGREEMENT****DRAFT - JOINT USE AGREEMENT****BETWEEN****ST. CLAIR COUNTY, ILLINOIS****AND****THE UNITED STATES AIR FORCE****AS OF 22 NOVEMBER 1999**

This Joint Use Agreement ("Agreement") is made and entered into this ____ day of _____ 1999, by and between the Secretary of the Air Force, for and on behalf of the United States of America (hereafter "the Air Force"), and St Clair County, Illinois (hereafter "the County"), a public body eligible to serve as the sponsor of a public airport. Use of the term "the parties" herein shall be in reference to the Air Force and the County.

Section A1A—Recitals

A1.1. The Air Force owns and operates a runway and associated flight facilities (collectively "SAFB Flying Facilities") located on Scott AFB, Illinois ("SAFB"). The County owns and operates a runway and associated flight facilities (collectively "County Flying Facilities") located on MidAmerica Airport.

A1.2. The parties entered into a Joint Use Agreement dated September 17, 1991, and Amendment No. 1 dated December 2, 1993. The parties intend that this agreement will supplement the 1991 and 1993 agreements as noted hereinafter.

A1.3. Due to the close proximity of the parties' runways, and financial, airspace, and environmental considerations, the parties desire to operationally combine the runways and taxiways to operate as a single airport entity ("Scott AFB/MidAmerica Airport).

A1.4. To ensure ready access to respective support facilities and to avoid unnecessary expenditure of Air Force or County resources, the parties anticipate that SAFB runway will generally serve as the primary runway for military arrival/departure operations, and MidAmerica Airport runway(s) will generally serve as the primary runway(s) for civil aircraft arrival/departure operations.

A1.5. The parties are agreeable to unlimited, joint use of Scott AFB/MidAmerica Airport and intend to implement a cost-sharing agreement for maintenance and repair costs of flying facilities as provided herein.

A1.6. As of the date of this agreement, the real property and other facilities needed to support civil aviation operations are either already available to, or will be diligently pursued by, the County.

AGREEMENT

Section A1B—Aircraft Operations

A1.7. For purposes of this Agreement, the “Jointly-Used Flying Facilities” are: all runways, taxiways, lighting systems, navigational aids, markings, and appurtenances located within an area consisting of 600 feet from either side of the runway centerlines, 1,000 feet from the ends of the runways, and 110 feet from either side of the crossover taxiway centerline (See Attached Map). The term “Jointly-Used Flying Facilities” also includes the newly constructed control tower, located on the connecting crossover taxiway. All other areas shall not be considered Jointly Used Flying Facilities for purposes of this agreement. Areas not covered by this agreement include, but are not limited to terminal buildings, hangars, parking aprons and ramps.

A1.8. Management of the Jointly-Used Flying Facilities shall be governed by a Joint Airport Operations Board chaired biannually and on a rotating basis by the Scott AFB Installation Commander or Vice Commander and by the MidAmerica Airport Director.

A1.9. A Joint Flight Procedures Manual, entered into by the Scott AFB Installation Commander and MidAmerica Airport Director and based upon applicable Air Force Instructions and Federal Air Orders/Regulations, shall detail operational procedures for the Jointly-Used Flying Facilities provided; however, if there is a conflict between the Flight Procedures Manual and this agreement, then the Joint Flight Procedures Manual shall control.

A1.10. All ground and air movements under this agreement will be controlled by Scott AFB/MidAmerica Tower, in accordance with applicable USAF and Federal Aviation Administration (FAA) orders and regulations. The Air Force and the County understand that the FAA may assume operational responsibilities for the Air Traffic Control tower as soon as warranted by air traffic thresholds, and/or, other criteria specified in applicable FAA Orders. In consultation with St. Clair County, the Air Force will negotiate a transfer with the FAA, as appropriate. The Air Force commitment to provide Air Traffic Control and other airfield management services shall continue only so long as required to accomplish the military mission as determined by the Air Force.

A1.11. If either runway is closed for any reason, military operations will, upon request, maintain operational priority over civil aircraft operations. To the extent practicable, the Air Force will make reasonable efforts to limit the amount and duration of said requests.

A1.12. The parties authorize military and civil two-way radio equipped aircraft use of the Joint Flying Facilities, subject to the terms and conditions set forth in this agreement. Air carrier and commuter aircraft shall meet all Federal noise standards, except as approved by the FAA.

A1.13. Civil aircraft may not use the SAFB Flying Facilities for pilot training. Commercial aircraft proficiency or certification flying for the County’s tenants and customers will not be prohibited, unless said activities interfere with operational priorities, as determined in the sole discretion of control tower personnel.

Section A1C—Maintenance and Repairs

A1.14. The Air Force will maintain and repair the Scott AFB Flying Facilities, in accordance with applicable Air Force and FAA standards. The County will maintain and repair the County Flying Facilities, in accordance with applicable FAA standards. Said maintenance and repair, whether by the Air Force or the County, shall include the following:

A1.14.1. Furnishing all personnel, materials and equipment for the rendering of services under the agreement.

A1.14.2. Performing any and all maintenance and repairs to facilities, including but not limited to:

A1.14.2.1. Joint sealing, crack repair, surface repairs, provision, repair and replacement of airfield markings, and repair or replacement of damaged sections of airfield pavement.

A1.14.2.2. Maintenance and repair of runway, taxiway, and approach lighting and associated regulators and controls.

A1.14.2.3. Maintenance and repair of beacons, obstruction lights, wind indicators, and other navigational aids.

A1.14.2.4. Grass cutting and grounds care, drainage, and dust and erosion control of unpaved areas, adjacent to runways and taxiways.

A1.14.2.5. Sweeping runways and taxiways.

A1.14.2.6. Controlling insects and pests.

A1.14.2.7. Snow removal as provided in a Joint Snow Removal Agreement, to be negotiated and entered into between the Scott Air Force Base Installation Commander and the MidAmerica Airport Director.

A1.14.2.8. Removing disabled aircraft, subject to the rules and regulations of the Air Force or National Transportation Safety Board (NTSB), as applicable, in order to minimize the time the runway or any part thereof, would be closed because of such aircraft.

A1.15. The parties shall be responsible for the furnishing of utilities as required to operate their respective Flying Facilities.

A1.16. The parties will use their best efforts to perform runway maintenance and repairs with minimal interruption to aircraft operations. However, the Air Force and County reserve the right to temporarily suspend aircraft operations as required. The Air Force will not be responsible for any lost revenues that the County may experience as a result of any such interruptions.

A1.17. The Air Force commitment to maintain and repair the SAFB Jointly Used Flying Facilities shall continue only so long as required to accomplish the military mission, as determined in the sole discretion of the Air Force.

Section A1D—Improvements and New Construction

A1.18. Improvements.

A1.18.1. If either of the parties proposes to make improvements to one or more of its existing facilities, the improving party agrees to provide advance notice to and coordination with the other party

during all phases of planning and construction. In addition, the parties hereby agree not to engage in any improvements without prior written approval from the FAA.

A1.18.2. Scott AFB Flying Facilities including, but not limited to, lighting systems and/or markings are made available for use on an "as is, where is" basis. Nothing herein shall be construed to require the Air Force to improve the Scott AFB Flying Facilities solely to accommodate civil aircraft. The County may make improvements to the Scott AFB Flying Facilities in support of civil aircraft operations and activities at no expense to the Air Force and with advance Air Force approval, which may not be unreasonably withheld. In considering whether to give its approval, the Air Force will consider the effect of proposed improvements on military operations as determined by the Air Force in its sole and absolute discretion.

A1.18.3. The County shall not be required to improve the County Flying Facilities solely to accommodate military aircraft. The Air Force may make improvements to the County Flying Facilities in support of military operations and activities at no expense to the County with advance County approval, which may not be unreasonably withheld. In considering whether to give its approval, the County will consider the effect of proposed improvements on civil operations as determined by the County in its sole and absolute discretion.

A1.19. A "Joint Use Improvement Project" shall be defined as any project that: 1) mutually benefits civil and military operations and 2) exceeds the statutory limit for minor construction in 10 U.S.C. §2805 (currently \$1.5 million dollars per project). Upon written concurrence of the parties, which shall not be unreasonably withheld, said projects should be sponsored by the County under the Airport Improvement Act on a cost-sharing basis. Cost sharing arrangements shall be the subject of separate negotiations between the parties and are subject to the availability of federal funds.

A1.20. New construction projects required by the County for the SAFB or Jointly-Used Flying Facilities shall be funded by the County and with Air Force concurrence, may proceed under the terms set out in this agreement for other types of airport improvements. The County agrees to provide advance notice to and coordination with the Air Force during all phases of planning and construction. In addition, the County agrees not to engage in construction without the prior written approval of the FAA.

Section A1E—Compliance with Applicable Laws

A1.21. The Air Force and County shall at all times during the existence of this Agreement promptly observe and comply with the provisions of all Federal, State, and local laws, rules, regulations, orders, ordinances, and other governmental standards and requirements applicable to each of the parties for aircraft operations and related activities under or pursuant to this Agreement, and particularly those provisions concerning the protection of the environment, pollution control and abatement, and occupational safety and health, whether the same now are in force, or that may at anytime in the future be enacted or directed.

A1.22. The County shall comply with all State and local laws, ordinances, and regulations with regard to licenses or permits to do business and all other matters.

A1.23. Nothing in this Agreement shall be construed to constitute a waiver of Federal supremacy or Federal sovereign immunity.

Section A1F—Environmental

A1.24. The County shall be responsible for any remedial action pursuant to applicable environmental statutes required in connection with civil aircraft use of Air Force property.

A1.25. The County shall implement any noise or other mitigation plans associated with civil use of the Jointly Used Flying Facilities, at no expense to the Air Force, pursuant to the requirements of:

A1.25.1. The SAFB Air Installation Compatible Use Zone (AICUZ) study and applicable FAA guidance as it presently exists or may be updated in the future;

A1.25.2. Environmental impact statements; and

A1.25.3. Environmental assessments, including supplements, that are applicable to civil aircraft operations.

A1.26. The County shall prepare an overall mitigation plan, which will identify and monitor the mitigations to be taken at SAFB. This plan will take into account the findings and mitigations discussed in the Environmental Impact Statement (EIS) and the Air Force's Record of Decision. The plan must be approved by the Deputy Assistant Secretary of the Air Force for Environment, Safety and Occupational Health.

A1.27. The County will provide funds for all agreed upon environmental mitigations associated with joint use.

A1.28. The Air Force will not be responsible for conditions that might contribute to bird strikes affecting civil aircraft. The County will assume full responsibility and hold the Air Force, its officers, agents and employees harmless for any claims involving civil aircraft bird strikes.

Section A1G—Security

A1.29. The County shall comply, at no expense to the Air Force, with all applicable FAA security measures and procedures associated with civil aircraft use of the Jointly Used Flying Facilities. The Scott Air Force Base Installation Commander and MidAmerica Airport Director shall develop a Joint Security Agreement detailing procedures consistent with Air Force and FAA directives for controlling access to Jointly Used Flying Facilities and shall prohibit privately-owned vehicles in areas prescribed as Jointly Used Flying Facilities. Authority under the provisions of the Internal Security Act of 1950 in restricting or prohibiting an individual access to SAFB may be exercised by the installation commander.

Section A1H—Fire Protection and Crash Rescue. The Air Force will maintain a level of fire fighting, crash, and rescue capability required to support the military mission.

A1.30. The Air Force Installation Commander and County Airport Director shall develop a Disaster Response/Joint Airport Emergency Plan detailing mutual aid.

A1.31. The Air Force and County agree to respond to fire, crash, and rescue emergencies involving military or civil aircraft outside hangars or other structures within the limits of its existing capabilities, equipment, and available personnel, and subject to subparagraphs C, D, and E below.

A1.32. The County agrees to release, acquit, and forever discharge the Air Force, its officers, agents, and employees from all liability arising out of or connected with the use of or failure to supply in individual cases, Air Force fire fighting and/or crash and rescue equipment or personnel for fire control and crash and rescue activities pursuant to this Agreement. The County further agrees, to the extent allowable under Illinois law, to indemnify, defend, and hold harmless the Air Force, its officers, agents, and employees against any and all claims, of whatever description, arising out of or connected with such use of, or failure to supply Air Force fire fighting and/or crash and rescue equipment or personnel.

A1.33. Failure to comply with the above conditions upon reasonable notice to cure or termination of this Agreement under the provisions of paragraph 8 may result in termination of fire protection and crash and rescue response by the Air Force.

A1.34. The Air Force commitment to assist the County with fire protection shall continue only so long as a fire fighting and crash and rescue organization is authorized for military operations. The Air Force shall have no obligation to maintain or provide a fire fighting, and crash and rescue organization or fire fighting and crash and rescue equipment; or to provide any increase in fire fighting and crash and rescue equipment or personnel; or to conduct training or inspections for purposes of assisting the County with fire protection. The Air Force will notify the County of any reduction in fire fighting capability, equipment, or the withdrawal of same. This notice will be given at least 180 days in advance of such action to the extent practicable, consistent with military operations and necessity as determined by the Air Force in its sole and absolute discretion.

Section AII—Landing Fees and Shared Costs

A1.35. The Air Force Installation Commander and County Airport Director shall develop a letter of agreement detailing provisions for payments and shared costs for the jointly used flying facilities, utilities for the air traffic control tower, and expenses incurred by the Air Force for fire fighting and/or crash and rescue materials expended in connection with providing such service to civil aircraft. Any other expenses the parties determine to be divisible on a mutually advantageous basis may also be included in the agreement.

A1.36. The County is agreeable to unlimited use of County Flying Facilities by the Air Force, in common with other users of MidAmerica Airport. The County hereby waives any and all charges or landing fees under this inferred by the term substantial use under this agreement.

A1.37. The County may collect fees and charges from civil aircraft authorized use of SAFB Flying Facilities under this Agreement. Civil aircraft operating at SAFB on official government business as provided in Air Force instructions regarding *Civil Aircraft Landing Permits* shall also be exempt from County fees.

Section AIJ—Liability and Insurance

A1.38. The County will assume all risk of loss and/or damage to property or injury to or death of persons by reason of civil aircraft use of the SAFB Jointly Used Flying Facilities under this Agreement, including, but not limited to, risks connected with the provision of services or goods by the Air Force to the County or to any user under this Agreement. The County further agrees, to the extent allowable under Illinois law, to indemnify and hold harmless the Air Force against, and to defend at the County's expense, all claims

for loss, damage, injury, or death sustained by any individual or corporation or other entity and arising out of the use of the SAFB Jointly Used Flying Facilities and/or the provision of services or goods by the Air Force to the County or to any user, whether the claims be based in whole, or in part, on the negligence or fault of the Air Force or its contractors or any of their officers, agents, and employees, or based on any concept of strict or absolute liability, or otherwise. The County agrees it shall assume all liability for claims by surrounding landowners resulting from over flights by civil aircraft. This covenant shall survive the termination of this Agreement.

A1.39. The County will carry a policy of liability and indemnity insurance satisfactory to the Air Force, naming the United States of America as an additional insured party, to protect the United States against any of the aforesaid losses and/or liability, in the sum of not less than twenty-five (25) million dollars combined single limit for passengers, bodily injury, and property damage for any one accident or incident, subject to review at the request of either party hereto. The County shall provide the Air Force with a certificate of insurance evidencing such coverage. A new certificate must be provided on the occasion of policy renewal or change in coverage. All policies shall provide that

A1.39.1. No cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least 30 days after receipt by the installation commander at SAFB of notice of such cancellation, reduction, or change;

A1.39.2. Any losses shall be payable notwithstanding any act or failure to act or negligence of the County or the Air Force or any other person; and

A1.39.3. The insurer shall have no right of subrogation against the United States.

Section AIK—Air Force Retention of Temporary Lodging Facilities (TLF) Units

A1.40. The parties understand and agree that the Air Force has elected to retain 13 buildings (60 total units) at the Cardinal Creek Village site, to be used for TLFs. The County is hereby excused from its previous obligation to demolish the structures and associated infrastructure for these, as well as any other units the Air Force may elect to retain in Cardinal Creek Village.

Section AIL—Term of Agreement

A1.41. Agreement shall become effective immediately upon its execution by both parties and remain in force and effect for a term of fifty (50) years, unless otherwise renegotiated or terminated under the provisions of paragraph 11; but in no event shall the Agreement survive the termination or expiration of the County's right to use, by license, lease, or transfer of ownership, of the land areas used in connection with joint use of the SAFB Jointly Used Flying Facilities.

Section AIM—Renegotiation, Suspension, and Termination

A1.42. The Air Force and the County may enter into negotiations to revise the provisions of this Agreement, including financial and insurance provisions, upon 30 days written notice to the other party. Any such revision or modification of this Agreement shall require the written mutual agreement and signatures of both parties. Unless such agreement is reached, the existing agreement shall continue in full force and effect, subject to termination or suspension under this section.

A1.43. The Air Force may either, in its sole and absolute discretion, suspend or terminate this agreement:

A1.43.1. For default by the County (as defined in paragraph 12e); or

A1.43.2. Notwithstanding any other provision of this agreement, at any time during any national emergency, present or future, declared by the President or the Congress of the United States, or after a written determination of the Secretary of the Air Force that paramount military necessity at SAFB requires termination of civil aircraft use of the SAFB Jointly-Used Flying Facilities.

A1.43.3. After reasonable advance notice to the County and the FAA and the issuance of a Notice to Airmen (NOTAM), may temporarily prohibit all or certain civil aircraft operations on the SAFB runway for up to 24 hours, if necessary, to avoid serious interference with Air Force operations. The Air Force assumes no liability for lost revenues.

A1.44. Any suspension or termination under 12b(1) shall be effective:

A1.44.1. Immediately upon written notice thereof to the County if the default creates a significant danger to safety, public health, or the environment as determined by the Air Force in its sole and absolute discretion; or

A1.44.2. Thirty days after written notice thereof to the County in all other instances.

A1.45. Any suspension or termination under 12b(2) shall be effective immediately upon written notice thereof to the County or such later date as may be specified in the notice.

A1.46. The following shall constitute a default by the County under this Agreement: The violation by the County of any of the terms and conditions of this agreement, where such violation continues and persists for 30 days after written notification to cure such violation. If, however, the time required to cure such violation exceeds the 30-day period, the County shall not be deemed to be in default if the County, within such period shall begin the actions necessary to cure the violation in accordance with a cure schedule acceptable to the Air Force.

A1.47. The County may terminate this Agreement at any time by giving ninety (90) days' written notice to the Air Force.

Section A1N—Effect on Previous Agreements

A1.48. The parties entered into a Joint Use Agreement dated 17 September 1991, and Amendment No. 1 dated 2 December 1993. The provisions of those agreements shall remain binding and in effect until executed. The failure of this agreement to incorporate any language or provisions from previous agreements shall not be deemed a waiver of those provisions. However, in the event there is a conflict between the provisions of this agreement and earlier agreements, the language of this agreement shall control.

Section A1O—General Provisions

A1.49. The County shall neither transfer nor assign this agreement without the prior written consent of the Air Force, which shall not be unreasonably withheld or delayed. Subject to Air Force approval, the County's rights and obligations under this Agreement may be assumed by or assigned to the State of Illinois acting by and through the Illinois Department of Transportation, or by any local government unit des-

igned by the State of Illinois, acting by and through the Illinois Department of Transportation. However, only one joint use agreement providing for civil aircraft use of SAFB will be in effect anytime.

A1.50. No member or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

A1.51. The County warrants that it has not employed any person to solicit or secure this agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the government the right to require payment from the County of the amount of such commission, percentage, brokerage, or contingent fee. This warranty shall not apply to commissions payable upon contract or lease secured or made through bona fide established commercial or selling agencies maintained by the County for the purpose of doing business.

A1.52. It is expressly agreed that this written instrument embodies the entire financial arrangement and agreement of the parties regarding the use of the Jointly-Used Flying Facilities, and there are no understandings or agreements, verbal or otherwise, between the parties in regard to it, except as expressly set forth herein. Specifically, no landing fees or other fees not provided in this agreement will be assessed by the County against the government in the use of the County Jointly-Used Flying Facilities during the term of this agreement.

A1.53. The failure of either the Air Force or the County to insist, in any one or more instances, upon the strict performance of any of the terms, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of the right to the future performance of any such terms, conditions, or provisions. No provision of this agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by such party.

A1.54. The brief headings or titles preceding any paragraphs and subparagraphs are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction of this Agreement.

Section A1P—Notices. No notice, order, direction, determination, requirement, consent, or approval under this Agreement shall be of any effect unless it is in writing and addressed as provided herein.

A1.55. Written communication to the County shall be delivered or mailed to the County at the following address:

Public Building Commission
St. Clair County
10 Public Square
Belleville, IL 62220

A1.56. Written communication to the Air Force shall be delivered or mailed to the Air Force at the following address:

375 AW/CC

101 Heritage Drive, Suite 375

Scott AFB IL 62225-5305

Section AIQ—Records and Books of Account

A1.57. The Air Force and County agrees to keep records and books of account, showing the actual cost of all items of labor, materials, equipment, supplies, services, and other expenditures made in fulfilling the obligations of this Agreement, and the Comptroller General of the United States or any duly authorized representative shall, until the expiration of 3 years after final payment, have access at all times to such records and books of account, or to any directly pertinent books, documents, papers, and records of any of the Air Force's or County's contractors or subcontractors engaged in the performance of and involving transactions related to this agreement. The County further agrees that representatives of the Air Force Audit Agency or any other designated representative of the Government shall have the same right of access to such records, books of account, documents, and papers as is available to the Comptroller General.

Section AIR—Other

A1.58. In the event Air Force closes SAFB, continued use of the SAFB Jointly-Used Flying Facilities may be permitted, subject to overriding property disposal and property utilization laws and requirements then in effect, provided the County assumes the responsibility for control and maintenance of such facilities under a lease from the appropriate government agency. Such lease shall be at a nominal rental fee (\$1.00 per year) unless otherwise prohibited by law. This arrangement will prevail, unless otherwise mutually agreed upon, until disposal can be effected under existing surplus property disposal laws or until reactivation of the installation for military purposes.

IN WITNESS WHEREOF, the respective duly authorized representatives of the parties hereto have executed this Agreement on the date set forth below opposite their respective signatures.	
UNITED STATES AIR FORCE	
Date: _____	By: _____
JIMMY G. DISHNER	
Deputy Assistant Secretary of the Air Force	
(Installations)	
ST. CLAIR COUNTY, ILLINOIS	

Date: _____	By: _____
JOHN BARICEVIC	
Chairman	
St. Clair County Board	

Attachment 2**TABLE OF ALLOWABLE COST ITEMS**

A2.1. The following information is provided directly from SAFBI 65-202 and is in support of HQ USAF SAF/GCN and HQ AMC tasking to the 375th Airlift Wing to begin collecting and reporting costs for the maintenance and operations of the Scott AFB Airfield. This data may be required for negotiations with St. Clair County regarding the military use of MidAmerica's Airport runway:

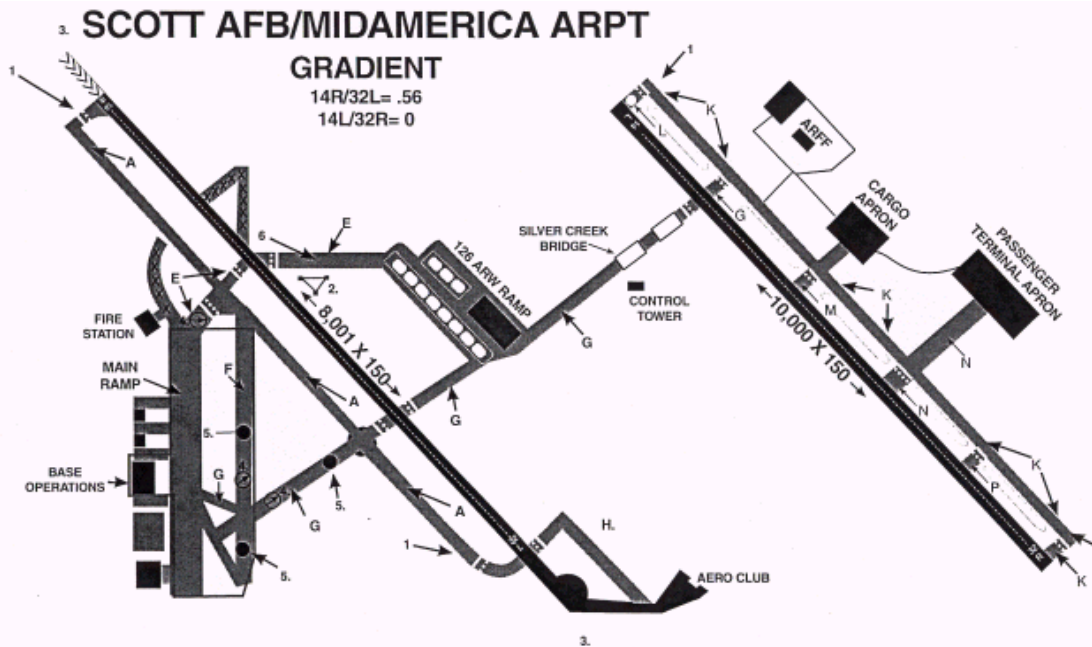
- A2.1.1. Pavement maintenance (except for capital improvements)
- A2.1.2. Grass cutting
- A2.1.3. Erosion control
- A2.1.4. Storm drainage
- A2.1.5. Surveying
- A2.1.6. Snowplowing and removal
- A2.1.7. Airfield lighting (materials, maintenance, and labor)
- A2.1.8. Airfield supplies
- A2.1.9. Insurance (except fire and liability)
- A2.1.10. NAVAIDS (materials, maintenance, and labor)
- A2.1.11. Weather facilities
- A2.1.12. Electrical repairs
- A2.1.13. Plumbing repairs
- A2.1.14. Airfield equipment (maintenance)
- A2.1.15. Administrative salaries not in excess of 30 percent in direct support of airfield maintenance and operation to the joint use areas; (Air Force contribution based on its proportional use of the 30 percent maximum)
- A2.1.16. Utilities
- A2.1.17. Entomology (pest control)
- A2.1.18. Airfield striping (Air Force requirements)
- A2.1.19. Airfield sweeping (Air Force criteria)
- A2.1.20. Control tower

A2.2. Additional comments:

- A2.2.1. A traffic count from the tower needs to be obtained that delineates the civilian and military percentage of use. The Air Force should provide internal operations traffic count for Air Force sorties.
- A2.2.2. The government does not contribute to depreciation of airport facilities.

Attachment 3

SCOTT AFB/MIDAMERICA ARPT



SCOTT/MAA Runway Intersection Departure Distance Remaining Table

Taxiway	Runway		Feet Remaining	
	14L	32R	14R	32L
E	*****	*****	4900	2850
G	774	2000	2250	5500
L	9550	450	*****	*****
M	5600	4400	*****	*****
N	4200	5. f.	*****	*****
P	2450	7777	*****	*****

1. ARMING/DEARMING AND HOT BRAKE AREA
2. TACAN
3. LOCALIZER
4. TACAN GROUND CHECK POINTS
5. HAZARDOUS CARGO AREAS
6. HYDRAZINE AREA